Not For Legal Use

Not For Legal Use

SUFFOLK COUNTY CLERK

RECORDS OFFICE

RECORDING PAGE

Not For Legal Use

Type of Instrument: MORTGAGE
Number of Pages: 15
Receipt Number: 20-019[illegible]6 *ELECTRONICALLY RECORDED*
Mortgage Number: DL039325

Recorded: 12/3/2020
At: 7:28:02 PM

LIBER: M00023202
PAGE: 803

Not For Legal Use

District	Section	Block:	Lot:
0902	016.01	01.00	001.000

EXAMINED AND CHARGED AS FOLLOWS

Mortgage Amount $2,000,000.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	$75.00	NO	Handling	$20.00	NO
COE	$5.00	NO	NYS SRCHG	$15.00	NO
Notation	$0.00	NO	Cert.Copies	$0.00	NO
RPT	$200.00	NO	Affidavit	$0.00	NO
Mort.Basic	$10,000.00	NO	Mort.Addl	$5,970.00	NO
Mort.SplAddl	$0.00	NO	Mort.SplAsst	$5,000.00	NO
RPT-MTGFEE	$200.00	NO			

Fees Paid $21,485.00

Mortgage Number: DL039325

THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL

Judith A. Pascale
County Clerk, Suffolk County

Not For Legal Use

Number of pages 15

This document will be public record. Please remove all Social Security Numbers prior to recording.

RECORDED
12/3/2020 7:28:02 PM
JUDITH A. PASCALE
CLERK OF
SUFFOLK COUNTY
L M00023202
P 803
DL039325

Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps

3 FEES

Page / Filing Fee	75.00	Mortgage Amt.	2,000,000.00
Handling	20.00	1. Basic Tax	
TP-584		2. Additional Tax	
Notation	.00	Sub Total	
EA-52 17 (County)		Spec./Assi	
Sub Total	95.00	or	
EA-5217 (State)		Spec. /Add.	
R.P.T.S.A.	200.00	TOT. MTG. TAX	20,970.00
Comm. of Ed.	5.00	Dual Town	Dual County
Affidavit	0.00	Held for Appointment	
Certified Copy		Transfer Tax	
NYS Surcharge	.00	Mansion Tax	
Sub Tot	42 .00		
Other			
Grand Total	515.00		
RPT–MTGFEE	200.00		

The property covered by this mortgage is or will be improved by a one or two family dwelling only.
YES _____ or NO _____

If NO, see appropriate tax clause on page # _____ of this instrument.

4	Dist.	Section	Block	Lot

5 **Community Preservation Fund**

Real Property Tax Service Agency Verification

4304608 0902-016.01-01.00-001.000

P T S
R CWH A
12/3/2020

Consideration Amount $ _____

CPF Tax Due $ _____

PER MESSAGE

Improved _____

Vacant Land _____

TD _____

TD _____

TD _____

6 Satisfactions/Discharges/Releases List Property Owners Mailing Address

RECORD & RETURN TO:

First International Title - Riverhead
633 E MAIN ST STE 3
RIVERHEAD NY 11901

Mail to: Judith A. Pascale, Suffolk County Clerk
310 Center Drive, Riverhead, NY 11901
www.suffolkcountyny.gov/clerk

7 **Title Company Information**

Co. Name

Title #

8 Suffolk County Recording & Endorsement Page

This page forms part of the attached **Mortgage** made by:
(SPECIFY TYPE OF INSTRUMENT)

_____

_____

TO

_____

_____

The premises herein is situated in
SUFFOLK COUNTY, NEW YORK.

In the TOWN of **SOUTHAMPTON**

In the VILLAGE

or HAMLET of _____

BOXES **6** THRU **8** MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

12-0104..10/08kk

(over)

Not For Legal Use

If the document you've just recorded is your SATISFACTION OF MORTGAGE, please be aware of the following:

If a portion of your monthly mortgage payment included your property taxes, *you will now need to contact your local Town Tax Receiver so that you may be billed directly for all future property tax statements.

Local property taxes are payable twice a year: on or before January 10th and on or before May 31st. Failure to make payments in a timely fashion could result in a penalty.

Please contact your local Town Tax Receiver with any questions regarding property tax payment.

Not For Legal Use

Babylon Town Receiver of Taxes
200 East Sunrise Highway
North Lindenhurst, N.Y. 11757
(631) 957-3004

Brookhaven Town Receiver of Taxes
One Independence Hill
Farmingville, N.Y. 11738
(631) 451-9009

East Hampton Town Receiver of Taxes
300 Pantigo Place
East Hampton, N.Y. 11937
(631) 324-4770

Huntington Town Receiver of Taxes
100 Main Street
Huntington, N.Y. 11743
(631) 351-3217

Islip Town Receiver of Taxes
40 Nassau Avenue
Islip, N.Y. 11751
(631) 224-5580

Riverhead Town Receiver of Taxes
200 Howell Avenue
Riverhead, N.Y. 11901
(631) 727-3200

Shelter Island Town Receiver of Taxes
Shelter Island Town Hall
Shelter Island, N.Y. 11964
(631) 749-3338

Smithtown Town Receiver of Taxes
99 West Main Street
Smithtown, N.Y. 11787
(631) 360-7610

Southampton Town Receiver of Taxes
116 Hampton Road
Southampton, N.Y. 11968
(631) 283-6514

Southold Town Receiver of Taxes
53095 Main Street
Southold, N.Y. 11971
(631) 765-1893

Not For Legal Use

Not For Legal Use

Sincerely,

Judith A. Pascale

Judith A. Pascale
Suffolk County Clerk

Not For Legal Use

12-0104.. 06/06kd

Not For Legal Use

Not For Legal Use

Not For Legal Use

COLLATERAL MORTGAGE

Not For Legal Use

SHELLEY MARKS
having an address of
234 Dune Road
Quogue, New York 11959

Not For Legal Use

the Mortgagor,

Not For Legal Use

- to -

BNB BANK
a New York banking corporation
having an office at
898 Veterans Memorial Highway, Suite 560
Hauppauge, New York 11788

the Mortgagee.

The within premises lie in Suffolk County, New York and have the following tax lot designation:

District:	0902
Section:	016.01
Block:	01.00
Lot:	001.000
Street Address:	234 Dune Road Quogue, New York

RECORD AND RETURN TO:
Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue
East Meadow, New York 11554
Attention: Amanda D'Introno, Esq.

Not For Legal Use

COLLATERAL MORTGAGE

Not For Legal Use

This **COLLATERAL MORTGAGE** (this "**Mortgage**"), made as of the 17th day of November, 2020, by **SHELLEY MARKS**, having an address of 234 Dune Road, Quogue, New York 11959 (the "**Mortgagor**"), to **BNB BANK**, a New York banking corporation, having an office at 898 Veterans Memorial Highway, Suite 560, Hauppauge, New York 11788 (the "**Mortgagee**").

Not For Legal Use

PRELIMINARY STATEMENT. EARTHEFFICIENT LLC AND EARTHEFFICIENT GREENVIEW LLC (collectively, the "**Borrower**") is indebted or will become indebted to the Mortgagee in the principal sum of **TWO MILLION AND NO/100 ($2,000,000.00) DOLLARS** (the "**Debt**") pursuant to a Promissory Note or Note (the "**Note**") dated the date hereof. The Mortgagor has heretofore executed and delivered to the Mortgagee its Unconditional Guarantee (the "**Guaranty**") pursuant to which it guaranteed the liabilities and obligations of the Borrower to the Mortgagee as therein defined. The Mortgagor is executing and delivering this Mortgage as security for the Guaranty. The maximum principal amount which under any contingency may be secured by this Mortgage is the principal sum of **$2,000,000.00**.

Not For Legal Use

Not For Legal Use

NOW THEREFORE, in order to secure the punctual payment and performance by the Mortgagor when due of all liability and obligations of the Mortgagor to the Mortgagee now or hereafter becoming due under the Guaranty and this Mortgage, the Mortgagor hereby mortgages to the Mortgagee the parcel described by metes and bounds on the annexed Schedule A (hereinafter the "**Premises**" or "**Mortgaged Property**"), known as 234 Dune Road, Quogue, New York 11959, and the buildings and improvements now or hereafter located thereon (hereinafter the "**Improvements**") together with:

(A) all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining the Premises;

(B) (a) all appurtenances to the Mortgaged Property, as hereinafter defined;

(b) all machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by the Mortgagor, or in which the Mortgagor has or shall have an interest, now or hereafter located upon the Mortgaged Property or appurtenances thereto and usable in connection with the Mortgaged Property (the "**Equipment**"), and the right, title and interest of the Mortgagor in and to any of the Equipment which may be subject to any security agreements (as defined in subdivision (a)(74) of Section 9-102 of the Uniform Commercial Code of New York), superior in lien to the lien of this Mortgage;

(c) all awards or payments, including interest thereon, which may be made with respect to the Mortgaged Property, whether from the exercise of the

Not For Legal Use

Not For Legal Use

right of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in the value of the Mortgaged Property;

(d) all leases and other agreements affecting the use or occupancy of the Mortgaged Property now or hereafter entered into (the "**Leases**") and the right to receive and apply the rents, issues and profits of the Mortgaged Property (the "**Rents**") to the payment of the Debt;

Not For Legal Use

(e) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof in reduction of the Debt, for damage to the Mortgaged Property; and

Not For Legal Use

(f) the right, in the name and on behalf of the Mortgagor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of the Mortgagee in the Mortgaged Property.

The Premises, the Improvements and the Equipment together with the property, rights and interests stated in Paragraphs (A) and (B) above are herein collectively called the "**Mortgaged Property**".

And the Mortgagor covenants and warrants with the Mortgagee that:

1. The Mortgagor will pay or cause the Borrower to pay the Debt as hereinabove provided.

2. The Mortgagor warrants the title to the Mortgaged Property.

3. The Mortgagor will keep the Mortgaged Property insured against loss or damage by fire with extended coverage, flood insurance and such other hazards as the Mortgagee shall from time to time require in amounts approved by the Mortgagee and shall pay the premiums for such insurance as same become due and payable. All policies of insurance (the "**Policies**") shall be issued by an insurer acceptable to the Mortgagee and shall contain the standard New York mortgagee clause endorsement naming the Mortgagee as the person to whom all payments made by such insurance company shall be paid. The Mortgagor will assign and deliver the Policies to the Mortgagee. Not later than fifteen (15) days prior to the expiration date of each of the Policies the Mortgagor will deliver to the Mortgagee satisfactory evidence of the renewal of each of the Policies. Sums paid to the Mortgagee by any insurer may be retained and applied by the Mortgagee toward payment of the Debt in such priority and proportions as the Mortgagee in its discretion shall deem proper or, at the discretion of the Mortgagee, the same may be paid, either in whole or in part, to the Mortgagor for such purposes as the Mortgagee shall designate. If the Mortgagee shall receive and retain such insurance money, the lien of this Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by the

Not For Legal Use

Mortgagee and actually applied by the Mortgagee in reduction of the Debt. The Mortgagee shall be entitled, in the event of other insurance and contribution between the insurers, to receive from the insurance moneys to be paid such an amount as would have been payable under the policy or policies held for the benefit of the Mortgagee in case there had been no contribution. What Mortgagee requires as a condition of this waiver may change during the term of the Loan. If applicable, Mortgagor shall take actions as may be reasonable to insure that the condominium association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Mortgagee.

4. The Mortgagor will pay all taxes, assessments, water rates, sewer rents and other charges, including, without limitation, vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Premises, now or hereafter levied or assessed against the Mortgaged Property (the "**Taxes**") as same become due and payable. The Mortgagor will deliver to the Mortgagee, upon request, evidence satisfactory to the Mortgagee that the Taxes are not delinquent.

5. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise, the Debt shall not be reduced until any award or payment therefor shall have been actually received after expenses of collection and applied by the Mortgagee to the discharge of the Debt and the Mortgagee shall not be limited to the interest paid on the award by the condemning authority, but shall be entitled to receive out of the award interest on the principal at the rate herein provided. The Mortgagee may apply any such award or payment to the discharge of the Debt whether or not then due and payable. If the Mortgaged Property is sold, through foreclosure or otherwise, prior to the receipt by the Mortgagee of such award or payment, the Mortgagee shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive said award or payment or a portion thereof sufficient to pay the Debt, whichever is less.

6. The Mortgagee has the right to enter the Mortgaged Property for the purpose of enforcing its interests as set forth herein. Nevertheless, subject to the terms of this Paragraph 6, the Mortgagee waives the right to enter the Mortgaged Property for the purpose of collecting the Rents and grants the Mortgagor the right to collect the Rents. The Mortgagor shall hold the Rents, or an amount sufficient to discharge all current sums due on the Debt, in trust for use in the payment of the Debt. The right of the Mortgagor to collect the Rents may be revoked by the Mortgagee upon any default by the Mortgagor under the terms of the Note or this Mortgage by giving notice of such revocation to the Mortgagor. Following such notice, the Mortgagee may enter upon the Mortgaged Property, collect, retain and apply the Rents toward payment of the Debt in such priority and proportions as the Mortgagee in its discretion shall deem proper.

The Mortgagor shall not, without the consent of the Mortgagee, make or suffer to be made any Leases or cancel or modify any Leases or accept prepayments of installments of Rents for a period of more than (1) month in advance or further assign the whole or any part of the Rents. No Lease shall be valid or effective without the prior written approval of the Mortgagee. The Mortgagee shall have all of the rights against lessees of the Mortgaged Property as set forth in Section 291-f of the Real Property Law of New York. With respect to any Lease, the Mortgagor will: (a) fulfill or perform each and every provision thereof on its part to be

Not For Legal Use

fulfilled or performed; (b) promptly send to the Mortgagee copies of all notices of default which it shall send or receive thereunder; and (c) enforce all of the terms, covenants and conditions contained in the Leases upon the lessee's part to be performed, short of termination thereof. In addition to the rights which the Mortgagee may have hereunder, in the event of any default under this Mortgage, the Mortgagee, at its option, may require the Mortgagor to pay monthly in advance to the Mortgagee, or to any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in the possession of the Mortgagor. Upon default in any such payment the Mortgagor will vacate and surrender possession of the Mortgaged Property to the Mortgagee or to such receiver and in default thereof the Mortgagor may be evicted by summary proceedings or otherwise.

7. The Mortgagor will cause the Mortgaged Property to be maintained in good condition and repair. The Improvements and the Equipment shall not be removed, demolished or altered (except for normal replacement of the Equipment) without the consent of the Mortgagee. The Mortgagor shall promptly comply with all laws, orders and ordinances affecting the Mortgaged Property or the use thereof and shall promptly repair, replace or rebuild (the "**Work**") any part of the Mortgaged Property which may be destroyed by any casualty or become damaged, worn or dilapidated or which may be affected by any proceeding of the character referred to in Paragraph 6 hereof and shall complete and pay for any structure at any time in the process of construction or repair on the Premises. If such casualty shall be covered by the Policies, the Mortgagor's obligation to do the Work shall be contingent upon the Mortgagee*s paying to the Mortgagor the proceeds of the Policies, or such portion thereof as shall be necessary, upon completion of the Work to the Mortgagee's satisfaction.

8. The Debt will, at the option of the Mortgagee, become immediately due and payable in the event that the Mortgagor shall, without the prior written consent of the Mortgagee, (a) permit the Mortgaged Property or any part thereof or any interest therein to be sold, transferred or conveyed to any other person or entity, or (b) sell, transfer or convey the Mortgaged Property or any part thereof or any interest therein, which shall include but not be limited to (i) where the Mortgagor is a corporation, the sale or transfer of any of the outstanding shares of the corporation or the dilution of the present stockholding or corporate control by issuance of new or treasury stock or by conversion of any non-voting stock or other securities to voting stock, or (ii) where the Mortgagor is a partnership, the transfer of any of the interests in the Mortgagor, or the withdrawal, resignation or retirement of the general partner, or (iii) where the Mortgagor is a limited liability company, by a transfer of any of the interests in the Mortgagor.

9. Any notice, demand, statement, request or consent made hereunder shall be in writing and will be deemed given when postmarked, addressed and mailed to the address, as set forth above, of the party to whom such notice is to be given, or to such other address as the Mortgagor or the Mortgagee, as the case may be, shall designate in writing in the manner hereinabove set forth.

10. If any law or ordinance is enacted or adopted which imposes a tax, either directly or indirectly, on the Note or this Mortgage, the Mortgagor will pay such tax with interest and penalties thereon, if any. In the event that the Mortgagee shall be advised by counsel chosen by

Not For Legal Use

it that the payment of such tax or interest and penalties by the Mortgagor would be unlawful, taxable to the Mortgagee or unenforceable or would provide the basis for a defense of usury, then and in that event the Mortgagee shall have the option, by written notice of not less than ninety (90) days, to declare the Debt immediately due and payable.

Not For Legal Use

11. If at any time the United States of America, any state thereof or any subdivision of any such state shall require revenue or other stamps to be affixed to the Note or this Mortgage, or shall impose any other tax or charge on the same, the Mortgagor will pay for the same with interest and penalties thereon, if any.

Not For Legal Use

12. The Mortgagee and its agents will have the right to enter and inspect the Mortgaged Property at all reasonable times.

Not For Legal Use

13. The Mortgagor will observe and perform each and every term to be observed or performed by the Mortgagor pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Mortgaged Property.

14. The indebtedness will become due at the option of the Mortgagee upon any one or more of the following events:

(a) if any payment pursuant to the terms of the Note or Guaranty is not paid when due;

(b) if any of the Taxes are not paid when the same are due and payable;

(c) if the Policies are not kept in full force and effect or if the Policies are not assigned and delivered to the Mortgagee upon request;

(d) if without the consent of the Mortgagee any Improvement or the Equipment (except for normal replacement of the Equipment) is removed, demolished or altered or if the Mortgaged Property is not kept in good condition and repair;

(e) if any Leases are made, canceled or modified or if any of the Rents are prepaid for a period of more than one (1) month in advance or if any of the Rents are assigned without the consent of the Mortgagee, except as otherwise provided in Paragraph 6 hereof;

(f) if any representation or warranty of the Mortgagor or the Borrower or the performance by the Mortgagor or Borrower of any of the terms of the Note, the Guaranty or this Mortgage, made herein or in any such Note or in any certificate, report, financial statement or other instrument furnished in connection with the making of the Note or this Mortgage, shall prove false or misleading in any material respect;

(g) if the Mortgagor shall make an assignment for the benefit of creditors;

(h) if a receiver, liquidator or trustee of the Mortgagor or Borrower shall be appointed or if the Mortgagor or Borrower shall be adjudicated a bankrupt or insolvent or if any

Not For Legal Use

petition for bankruptcy, reorganization or arrangement pursuant to the Federal Bankruptcy Code or any similar federal or state statute shall be filed by or against the Mortgagor, Borrower or any other Guarantor or if any proceeding for the dissolution or liquidation of the Mortgagor, Borrower or of any guarantor shall be instituted and, if such appointment, adjudication, petition or proceeding was involuntary and not consented to by the Mortgagor, Borrower or such guarantor, upon the same not being discharged, stayed or dismissed within ninety (90) days;

(i) if the Mortgagor does not reimburse the Mortgagee upon demand for all expenses incurred in remedying any default of the Mortgagor hereunder or in appearing in, defending or bringing any action or proceeding to protect the Mortgagee's interest in the Mortgaged Property, including reasonable attorneys' fees, with interest as provided herein;

(j) if for fifteen (15) days after notice from the Mortgagee the Mortgagor shall continue to be in default under any other covenant of the Mortgagor hereunder;

(k) if, after a default thereunder, the Mortgagee elects to enforce its rights under the Note, Guaranty or the Mortgage or any instrument which may be held by the Mortgagee as additional security for the Debt;

(l) if the Mortgagor shall be in default under any other mortgage covering any part of the Mortgaged Property whether it is superior or inferior in lien to this Mortgage;

(m) if the Mortgaged Property becomes subject to (i) any tax lien which is superior to the lien of this Mortgage, other than a lien for local real estate taxes and assessments not due and payable, or (ii) any mechanic's, materialman's or other lien which is or is asserted to be superior to the lien of this Mortgage and such lien shall remain undischarged for sixty (60) days;

(n) if the Mortgagor fails to promptly cure any violations of laws or ordinances affecting or which may be interpreted to affect the Mortgaged Property;

(o) if the Mortgagor shall convey or lease any air development rights with respect to the Mortgaged Property, inasmuch as the Mortgagor agrees that such sale or lease would conclusively impair the Mortgagee's security; or

(p) if the Mortgagor shall be declared in default of any of its obligations pursuant to the condominium declarations and by-laws.

Upon the occurrence of any one of the foregoing events set forth in this Paragraph 14 and upon the Mortgagee exercising its option to declare the Debt immediately due and payable by reason thereof, Mortgagee may (i) commence an action to foreclose this Mortgage; (ii) request the appointment of a receiver, and/or (iii) specifically enforce any of the covenants on the part of the Mortgagor contained herein.

15. If the Mortgagor fails to make any payment or to do any act as herein provided, the Mortgagee may, but without any obligation to do so and without notice to or demand on the

Not For Legal Use

Mortgagor and without releasing the Mortgagor from any obligation hereunder, make or do the same in such manner and to such extent as the Mortgagee may deem necessary to protect the security hereof, the Mortgagee being authorized to enter upon the Mortgaged Property for such purposes, or appear in, defend or bring any action or proceeding to protect its interests in the Mortgaged Property or to foreclose this Mortgage or collect the Debt. The reasonable cost and expense thereof (including attorneys' fees), with interest as provided in this paragraph, shall be due upon demand from the Mortgagee to the Mortgagor. All such costs and expenses incurred by the Mortgagee in remedying such default or in appearing in, defending or bringing any such action or proceeding shall be paid with interest at the Default Rate for the period after notice from the Mortgagee that such cost or expense was incurred to the date of payment to the Mortgagee. All such costs and expenses incurred by the Mortgagee pursuant to the terms hereof, with interest, shall be deemed to be secured by this Mortgage.

16. In any action to foreclose this Mortgage the Mortgagee shall be entitled to the appointment of a receiver without notice.

17. The failure of the Mortgagee to insist upon strict performance of any term of the Note, Guaranty or this Mortgage shall not be deemed to be a waiver of any term of the Note, Guaranty or this Mortgage. The Mortgagor shall not be relieved of the Mortgagor's obligations hereunder by reason of (a) the failure of the Mortgagee to comply with any request of the Mortgagor or Guarantor to take any action to foreclose this Mortgage or otherwise enforce any of the provisions hereof or of the Guaranty, (b) the release, regardless of consideration, of the whole or any part of the Mortgaged Property, or (c) any agreement or stipulation by the Mortgagee extending the time of payment or otherwise modifying or supplementing the terms of the Note or this Mortgage. The Mortgagee may resort for the payment of the Debt to any other security held by the Mortgagee in such order and manner as the Mortgagee, in its discretion, may elect. The Mortgagee may take action to recover the Debt or any portion thereof or to enforce any covenant hereof without prejudice to the right of the Mortgagee thereafter to foreclose this Mortgage. The rights of the Mortgagee under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

18. If the Mortgagor consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several.

19. The terms of the Note and this Mortgage shall be construed by the laws of the State of New York, except as herein expressly provided to the contrary.

20. This Mortgage is both a real property mortgage and a security agreement. The Mortgaged Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of the Mortgagor in the Mortgaged Property.

The Mortgagor will, at the request of the Mortgagee, deliver to the Mortgagee any and all further instruments which the Mortgagee shall require in order to further secure and perfect the lien of this Mortgage. The Mortgagee is authorized and empowered to file financing

Not For Legal Use

statements, as required by the Uniform Commercial Code, to perfect its lien against the foregoing types of personal property without first obtaining the signature of the Mortgagor on the financing statements.

Not For Legal Use

21. The Mortgagor (and the undersigned representative of the Mortgagor, if any) has full power, authority and legal right to execute this Mortgage and to keep and observe all of the terms of the Note and this Mortgage on the Mortgagor's part to be performed.

Not For Legal Use

22. The Mortgagee has the right to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to bring any action or proceeding, in the name and on behalf of the Mortgagor, which Mortgagee, in its discretion, feels should be brought to protect its interests in the Mortgaged Property.

Not For Legal Use

23. If any term, covenant or condition of the Note or this Mortgage is held to be invalid, illegal or unenforceable in any respect, the Note and this Mortgage shall be construed without such provision.

24. This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

25. If the Mortgagor is a corporation, the execution and delivery of this Mortgage has been duly authorized by the board of directors of the Mortgagor and there is no requirement under its certificate of incorporation or its by-laws for consent of shareholders to this transaction; or if the Mortgagor is a partnership, the execution and delivery of this Mortgage has been duly authorized by the partners of the Mortgagor pursuant to its partnership agreement; or if the Mortgagor is a limited liability company, the execution and delivery of this Mortgage has been duly authorized in accordance with its operating agreement.

26. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form. The word "Mortgagor" shall mean "each Mortgagor and/or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein". The word "Mortgagee" shall mean "the Mortgagee or any subsequent holder of the Note". The word "Note" shall mean "the Note or any other evidence of indebtedness secured by this Mortgage". The word "person" shall include an individual, corporation, partnership, limited liability company, trust, unincorporated association, government, governmental authority or other entity. The words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein. The word "Debt" shall mean the principal with interest thereon and all other sums due pursuant to the Note and secured by this Mortgage. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns and pronouns shall include the plural and vice versa.

27. This Mortgage cannot be changed orally but only in writing by the person to be charged.

28. The Mortgagor hereby waives the right to assert a counterclaim in any action or

Not For Legal Use

proceeding brought against it by the Mortgagee and waives trial by jury in any action or proceeding brought by either party hereto against the other or in any counterclaim asserted by the Mortgagee against the Mortgagor on any matters whatsoever arising out of or in any way connected with the Note or this Mortgage.

29. This Mortgage is subject to the express condition that at no time shall the Mortgagor be obligated or required to pay interest on the principal balance due hereunder at a rate which could subject the Mortgagee to either civil or criminal liability as a result of being in excess of the maximum interest rate which the Mortgagor is permitted by law to contract or agree to pay. If by the terms of this Mortgage the Mortgagor is at any time required or obligated to pay interest on the principal balance due hereunder at a rate in excess of such maximum rate, the rate of interest under this Mortgage and/or the Note shall be deemed to be immediately reduced to such maximum rate and all previous payments in excess of the maximum rate shall be deemed to have been payments toward the reduction of principal and not to the interest due hereunder.

30. The Mortgagor covenants that the Mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

31. The Mortgagor hereby represents and warrants to the Mortgagee that the Mortgaged Property and the use thereof are and have been in full compliance with all federal, state and local laws, ordinances, rules and regulations regarding hazardous and toxic materials, and the Mortgagor hereby indemnifies and holds the Mortgagee free of and harmless from and against any and all claims, demands, damages or liabilities the Mortgagee may incur with regard thereto.

32. All obligations of Mortgagor hereunder shall be absolute and unconditional irrespective of:

(i) any change in time, manner or place of payment of, or in any other term of, all or any of the Debt, or any other amendment or waiver of or any consent to any departure from the Note or this Mortgage; or

(ii) any taking, exchange, release or non-perfection of any other or any portion of the Mortgaged Premises, or any taking, release or amendment or waiver of or consent to departure from any instrument or document securing the Debt.

33. This Mortgage is a mortgage of real property principally improved or to be improved by a one to two family dwelling.

34. This Mortgage is subject to and subordinate to those certain mortgages set forth on Exhibit I hereto.

Not For Legal Use

35. Provided that the condominium association maintains in effect, at all times, a master policy of hazard insurance which meets the requirements of subsection (a) hereof, the Mortgagor's obligation to obtain and to maintain hazard insurance shall be deemed to be satisfied. The Mortgagor shall promptly give the Mortgagee notice in the event that the master policy is interrupted or terminated. What Mortgagee requires as a condition of this waiver may change.

Not For Legal Use

36. Mortgagor shall take actions as may be reasonable to insure that the condominium association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Mortgagee.

Not For Legal Use

37. (a) The Mortgagor shall perform all of Mortgagor's obligations under the condominium's Constituent Documents. The "Constituent Documents" are the: (i) condominium's Declaration; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Mortgagor shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

Not For Legal Use

(b) The Mortgagor shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, either partition or subdivide the Mortgaged Premises or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any material amendment to any provision of the Constituent Documents.

38. **U.S. Small Business Administration Notice.** The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

(a) When SBA is the holder of the Note, this document and all documents evidencing or securing the Loan will be construed in accordance with federal law.

(b) Mortgagee or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Mortgagor, Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Mortgagor, or defeat any claim of SBA with respect to the Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

[NO FURTHER TEXT ON THIS PAGE]
[*Signature Page Follows*]

Not For Legal Use

Not For Legal Use

SIGNATURE PAGE
Collateral Mortgage

Not For Legal Use

IN WITNESS WHEREOF, this Mortgage has been duly executed by the Mortgagor as of the date first above written.

Not For Legal Use

Shelley Marks
SHELLEY MARKS

Not For Legal Use

STATE OF NEW YORK }
Not For Legal Use } ss:
COUNTY OF Suffolk }

On the 12th day of November, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared, SHELLEY MARKS, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

Tara Santori
Notary Public

TARA SANTORI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SA6320240
Qualified in Suffolk County
My Commission Expires March 02, 2023

Not For Legal Use

SCHEDULE A

Not For Legal Use

ALL that certain plot, piece or parcel of land, situate, lying and being The Unit known as Unit No. 1 (hereinafter called "the Unit") in the Building known as Dune Road Condominium and by the street number 234 Dune Road, (Unit #1) at Quogue, Town of Southampton, County of Suffolk and State of New York, designated and described as Apartment Unit No. 1 in the Declaration establishing a plan for condominium ownership (hereinafter called the "Property"), made by the Grantor under the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York), dated 8/3/93, recorded in the Office of the Clerk in the County of Suffolk on the 7th day of October, 1993 in Liber 11647 at Page 175, as amended by First Amendment as for 001.000 in District 0902, Section No. 016.01 in Block No. 01.00 on the Tax Map of the Real Property Assessment Department of the County of Suffolk on the floor plans and site plan (the "Floor Plans") certified by Donald Jewel, Architects, filed in the said Clerk's Office as Condominium Plan No. 252.

Not For Legal Use

Not For Legal Use

Not For Legal Use

TOGETHER with an undivided 47 percent interest appurtenant to the Unit in the common elements of the property.

Said Property known on the Suffolk County Tax Map as:
District: 0902
Section: 016.01
Block: 01.00
Lot: 001.000

Property commonly known as:
234 Dune Road
Quogue, New York

Not For Legal Use

EXHIBIT I

Not For Legal Use

All instruments recited herein have been recorded
in the Office of the Suffolk County Clerk

Not For Legal Use

1. MORTGAGE

Mortgagor:	Shelley Marks
Mortgagee:	Option One Mortgage Corp.
Amount:	$680,000.00
Dated:	April 30, 2004
Recorded:	May 28, 2004
Liber:	20757
Page:	616
Mortgage Tax Paid:	$6,775.00

Not For Legal Use

Not For Legal Use

2. CREDIT LINE MORTGAGE

Mortgagor:	Shelley Marks
Mortgagee:	Washington Mutual Bank, FA
Amount:	$125,000.00
Dated:	March 3, 2006
Recorded:	March 9, 2006
Liber:	21265
Page:	454
Mortgage Tax Paid:	$1,282.50